

AGREEMENT

by and between the

Illinois Federation of Public Employees

Local 4408, AFT/AFL-CIO

and the

Department of Central Management Services

State of Illinois

for RC-45

July 1, 2004 - June 30, 2008

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DEFINITION OF TERMS

1. "Director" refers to the Director of the Department of Central Management Services of the State of Illinois.
2. "Employer" refers to the Director of the Department of Central Management Services, agency heads or their representatives collectively or singly, as the context may require.
3. "Employee" refers to a person employed in a job classification covered by this Agreement, excluding temporary, emergency or per diem employees.
4. "Probationary employee" refers to an employee serving an original nine month probationary period as currently administered under the Rules of the Director; provided, however, such probationary employee shall have no right to grieve disciplinary actions including discharges and demotions.
5. "Day" refers to workday when used in increments of 15 or less.
6. IFPE refers to the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO.

ARTICLE I

RECOGNITION

Section 1. Recognition

Employer recognizes the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO as the sole and exclusive bargaining representative for the purposes of collective bargaining for employees in classifications listed in Appendix A as may be amended from time to time in accordance with the provisions of this Agreement and the Illinois State Labor Relations Board.

Section 2. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not propose or take any action for the primary purpose of eroding the bargaining unit. The Employer shall assign bargaining unit work to bargaining unit employees, except in an operational emergency or if no bargaining unit employee is readily available to perform the work. The Department of Transportation shall only assign bargaining unit employees to perform mechanical and maintenance duties they are qualified to perform.

Section 3. Changes in Existing Classifications

The Employer shall notify IFPE of any changes in bargaining unit job classifications at least twenty (21) days prior to the submission to the Civil Service Commission. If there is a substantial change in class specifications the impact of such be the subject of negotiations between the parties, subject to the request of IFPE. If the parties are unable to agree to the appropriate rate, a grievance may be filed as provided by Article IV of the Agreement. The

Employer shall not abolish, change or merge current bargaining unit classifications without negotiating the impact of such with IFPE.

Section 4. Notice

Information currently required by this contract to be provided to IFPE shall be forwarded to the following address: 302 South Walnut Street, Springfield, Illinois 62704.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, allocate, assign, and direct employees; to discipline, suspend and discharge for cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

ARTICLE III

NON-DISCRIMINATION

Section 1. Prohibition

Neither Employer nor IFPE shall discriminate against any employee on account of race, color, religion, national origin, sex, disability, political affiliation or age in a manner which would violate any applicable law.

Section 2. Employer Responsibility

Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of IFPE, or because of their exercise of any rights granted by the Illinois Public Labor Relations Act (P.A. 83-1012), or by this Agreement.

Section 3. IFPE Responsibility

IFPE shall not restrain or coerce employees in the exercise of rights guaranteed in the Illinois Public Labor Relations Act (P.A. 83-1012), and/or this Agreement.

Section 4. Equal Employment - Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action laws.

Section 5. Membership Solicitation

Neither IFPE nor its members shall solicit membership during an employee's work time.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is defined as any dispute or difference between Employer and IFPE or any employee or group of employees covered by the Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment, (such as the issuance of parts utilized in the repair of vehicles and equipment to non-mechanic staff,) within the control of Employer.
- B. Grievances may be processed by an employee as provided herein, and by IFPE on behalf of itself, on behalf of an employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants or only to employees in the aggrieved classifications. One grievant shall represent group grievances at any step of the grievance procedure.
- C. Any grievance alleging a violation of any provision contained in this Agreement must seek remedy in the grievance procedure provided in this Agreement.

Section 2. Grievance Steps

- Step 1. Within 5 days of the incident giving rise to the grievance, or from the date the employee or IFPE should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the intermediate administrator outside the bargaining unit. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within 10 days of receipt of the grievance, the intermediate administrator shall issue a written decision and serve a copy on the grievant and on IFPE.
- Step 2. If dissatisfied with the Step 1 decision, the grievant or IFPE may appeal to Step 2 within 5 days of receipt of the Step 1 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the agency head. The agency head, or his/her

designee shall meet or hold other discussions to solve the grievance with the grievant and IFPE. Such discussions shall be held within 10 days of receipt of the grievance. Within 10 days after such meeting, the agency head shall issue a written decision and serve a copy on the grievant and on IFPE.

- Step 3. If dissatisfied with the Step 2 decision, IFPE may appeal to the Director by submitting a written notice of appeal with a copy of the grievance attached within 10 days after receipt of the Step 2 decision or the date such decision was due. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. Within 10 days of receipt of the Step 3 appeal the Director, or his/her designee shall schedule a meeting with IFPE to attempt to resolve the grievance. If the grievance is not resolved, the IFPE shall have five (5) days from the completion of the step 3 (a) meeting to request, in writing, that the grievance be submitted to an independent arbitrator. In the absence of such request, the grievance shall be considered withdrawn. If the IFPE has been requested by the Employer to select an arbitrator and fails to do so within 45 days, the grievance shall be considered withdrawn.

The conduct of the arbitration shall be pursuant to the rules of the American Arbitration Association. Expenses and fees of the arbitrator shall be borne by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The decision shall be final and binding on the parties. The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

Section 3. Time Limits

Grievances must be submitted through the levels defined above, within the specified time limits. Employee's failure to submit a grievance to the next level within specified time limits shall mean that the employee has accepted the last answer given in the grievance procedure.

Grievances concerning suspensions, demotions, or discharges may be initiated at Step 2 of the grievance procedure.

Section 4. Time Off

- A. The grievant and/or an IFPE steward shall be permitted reasonable time with pay, normally not to exceed three (3) hours per week, to process grievances. No employee or IFPE steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor; authorization shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency.
- B. Employer shall not be responsible for any travel or subsistence expenses incurred by grievants or IFPE stewards in the processing of grievances.
- C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance meetings.

Section 5. Number of Grievances

By mutual agreement of IFPE and Employer, more than one grievance may be scheduled at any step of the grievance procedure.

Section 6. Stewards and Jurisdictions

The number of IFPE stewards shall be a maximum of 25 and the jurisdictions they represent shall be agreed upon locally.

IFPE shall provide to Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after ratification of the Agreement. Any changes thereto shall be forwarded to Employer by IFPE as soon as possible after changes are made.

Section 7. Production of Witnesses and Documents

For arbitration proceedings, both parties may request the production of specific documents, if reasonably available, and/or a reasonable number of witnesses if such documents and/or witnesses are reasonably pertinent to the grievance under consideration. If such request is arbitrarily or unreasonably denied, IFPE may petition the Director who shall subpoena the witnesses and/or documents in conformance with the provisions of this section and his/her statutory powers. The Employer shall not unreasonably deny such request for the aforementioned information.

Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has jurisdiction and authority to hear appeals relating to discharge, demotion, and suspension in excess of 30 days within a 12-month period; and has sole jurisdiction and authority to hear appeals relating to decisions of position allocations, layoff and geographical transfers.

An employee who files an appeal to the Civil Service Commission under the provisions of the Personnel Code and Rules of the Department of Central Management Services over the same subject matter shall waive any rights provided by this Article.

ARTICLE V

IFPE RIGHTS

Section 1. IFPE Bulletin Boards

IFPE may provide bulletin boards in various work locations of each agency. The number, size, and location of each shall be decided by the parties in local level negotiations. The items posted shall not be political, partisan, or defamatory in nature and Employer reserves the right to remove this type of posting.

Section 2. Access to State Premises by IFPE

Employer agrees that IFPE staff shall have reasonable access to the premises of Employer, giving advanced notice upon arrival to the appropriate Employer representative. Such visitations shall be for the specific reason of the administration of this Agreement. IFPE agrees that such visitations shall not interfere with the operational requirements of Employer. Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist. IFPE staff shall not carry on IFPE activities during working hours except as provided in this Agreement.

Section 3. Information Provided to IFPE

At least once each month Employer shall notify IFPE in writing of the following personnel transactions involving bargaining unit employees within each agency: new hires, social security numbers, promotions, demotions, layoffs, reemployments, transfers, leaves, allocations, positions abolished, returns from leaves, suspensions, discharges and terminations. In addition, Employer shall furnish IFPE every 90 days the current continuous service rosters of bargaining unit employees.

Each Agency will provide IFPE with information concerning temporary assignments.

Section 4. Non-Preferential Treatment

Those employees designated as Stewards shall not receive preferential treatment with respect to shift or job assignments. Employer agrees, however, that such employee shall be reassigned because of operational needs only and not because of legitimate IFPE activity.

Section 5. Fair Share Agreement

Pursuant to section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 1984, if the IFPE RC-45 unit has a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions or other mutually agreed-upon method of verification, non-union members in the unit shall be required to pay

their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated to the Employer that fewer than a majority of employees are union members.

If the IFPE RC-45 unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the labor agreement. If the majority of employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results.

If at any time during the duration of the agreement the exclusive representative, through certification of the Comptroller's Office or other mutually agreed-upon method of verification, can show that a majority of bargaining unit employees are union members, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement or until it can be demonstrated to the Employer a majority of employees in the bargaining unit are not union members.

Section 6. Indemnification

IFPE shall indemnify and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI

LABOR MANAGEMENT MEETINGS

Section 1. General

Each agency of the Employer shall meet with IFPE staff in labor management meetings on a quarterly basis unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least 5 days in advance of the scheduled dates of the meeting if at all possible. The purpose of such meeting shall be restricted to:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of interest to employees of the bargaining unit including the scheduling of overtime.
- D. Notifying IFPE of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit.
- E. Discuss whether the negotiation obligations, if any, of both parties as provided in specific provisions of this Agreement have been satisfied.

Section 2. Attendance at Labor / Management Meetings

The Employer shall allow three bargaining unit members to attend a scheduled statewide labor management meeting, subject to operational need.

The time spent at the meeting shall be considered as work time.

ARTICLE VII

WORK RULES

Section 1. Definition

Work rules are those rules promulgated by the Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

Section 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to IFPE and employees at least ten (10) workdays prior to the effective date of the rule.

Section 3. Procedural Work Rules

Rules of procedure not governing employee's personal conduct (parking regulations notification of absence, etc.) are subject to local level discussions pursuant to Article VI (Labor Management Meetings).

If requested by IFPE within 10 workdays of the notice pursuant to section 2 above, any revised or new procedural work rules shall not be implemented until a labor management meeting has been held.

ARTICLE VIII
PRODUCTIVITY

Section 1. Goal

Each CMS mechanic will maintain a minimum productivity of 100%.

Section 2. Implementation

Effective April 1, 1998

Section 3. Flat Rate Standard

Cars and light trucks	Chilton/Motors
Medium/Heavy duty truck	Chilton/Motors
Off Road	Applicable Manufacturer labor time guide if available, straight time if not available.

All-Data flat rate is a combination of Chilton's and Original Equipment Manufacturer's information. Selection will be made after the division determines which electronic vehicle repair information manufacturer is chosen and purchase manuals that are compatible.

Section 4. Titles Impacted

CMS mechanics.

Section 5. Minimum Requirements

A minimum of 100% productivity is required for all CMS Mechanics identified in Section 4 of this plan, when sufficient work is available. Time out of work is reported to the garage supervisor and documented, in writing. Official productivity calculations reflect time when work is available. Vacation, sick, personal leave, leave of absences, service connected workers compensation, approved time working another position, training time, and breaks do not negatively affect the employees productivity. Non-Productive duties performed by a mechanic shall be identified on a time sheet and submitted with his/her daily time tickets.

Section 6. Failure to Meet Minimum Requirements

Failure to meet 100% productivity in a given quarter will subject the employee to the following discipline:

1st Occurrence	written reprimand
2nd Occurrence	3 day suspension
3rd Occurrence	5 day suspension
4th Occurrence	30 day suspension pending discharge

The level of discipline imposed is based on a 12 month period from the date of the last occurrence.

Section 7. Calculation Method

Productivity is calculated as follows:

$$HW = MT - LT + OT$$

$$P = \frac{HB}{HW - ET}$$

HW = Hours worked is mechanic time at work minus leave time plus overtime.

MT = Mechanic time at work.

LT = Leave time is: vacation, sick, personal, service connected (worker's compensation) and leaves of absence.

OT = Overtime

P = Productivity percentage

HB = Hours billed is mechanic labor charged on a work order.

ET = Excused time is hours a mechanic is at work, but excused from billable time which includes: approved non-productive time, delivery of vehicles, approved training time, and approved time acting in another position.

The work day is based on a seven and one-half (7 1/2) hours. All CMS mechanics and IFPE will be given a copy of the productivity report within thirty (30) days of the end of each quarter.

Section 8. Out of Work

CMS mechanics are required to report to the State Garage Shop Supervisor when he/she is out of work. Out of work is defined as he/she has no additional work to perform.

Section 9. Equipment

The Division of Vehicles shall provide adequate and functional equipment for CMS mechanics to perform their duties.

Section 10. Rework

Defective Part:

The labor charge is charged to the shop at regular flat rate and mechanic receives flat rate credit for the work.

Defective Workmanship:

Work returned due to defective workmanship is reworked without charge to the customer and assigned to the mechanic who performed the defective work without flat rate credit. If rework is assigned to another mechanic due to a customer deadline the labor charge is charged to the shop and flat rate given to that mechanic, but subtracted from the billed hours of the mechanic who originally performed the work incorrectly. The determination of type of rework is made by the supervisor.

A mechanic may grieve the Employer's decision that a part is defective or defective workmanship was involved in the repair of the vehicle. The grievance procedure is defined in Article IV of the RC-45 Agreement.

ARTICLE IX

DISCIPLINE

Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Written reprimand;
- b) Suspension (notice to be given in writing); and
- c) Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. A counseling notice or corrective action plan is not considered discipline.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. Suspension Pending Discharge

The Employer may suspend an employee for up to thirty (30) calendar days pending the decision whether or not charges for discharge shall be filed against the employee, and such shall not be grievable under Article IV, Grievance Procedure.

Section 4. Pre-Disciplinary Meeting

Prior to notifying the employee of other contemplated measures of discipline to be imposed, the Employer shall meet with the employee and an IFPE representative if requested, and inform them of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. The employee and the IFPE representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request an IFPE representative, an IFPE representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Removal of Discipline

Any discipline other than a suspension and/or discharge shall be removed from the employee's record if, from the date of the last discipline, two years pass without the employee receiving an additional discipline for such offense. Such removal shall be at the employee's request but in any case shall not be used against the employee.

Section 6. Notice

In the event written disciplinary action is taken against an employee, Employer shall furnish the employee and IFPE with a clear and concise copy of the statement of facts giving rise to the discipline. The Employer shall inform the employee and IFPE of the discipline imposed within forty-five (45) days after completion of the pre-disciplinary meeting.

Section 7. Investigatory Interview

An employee shall be entitled to the presence of an IFPE steward or IFPE staff at an investigatory interview if she/he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such IFPE representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the collective bargaining agreement, however, the IFPE representative may not act in a manner so as to obstruct the investigation.

ARTICLE X

VACATION

Section 1. Eligibility

Employees, except emergency, temporary and those paid pursuant to Part II, Section 3 of the Pay Plan, shall earn vacation time. No employee, excluding those on a work related injury, on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another class.

Eligible employees shall earn vacation time in accordance with the following schedule:

- (a) From the date of hire until the completion of 5 years of continuous service: 10 workdays per year.
- (b) From the completion of 5 years of continuous service until the completion of 9 years of continuous service: 15 workdays per year.
- (c) From the completion of 9 years of continuous service until the completion of 14 years of continuous service: 17 workdays per year.
- (d) From the completion of 14 years of continuous service until the completion of 19 years of continuous service: 20 workdays per year.
- (e) From the completion of 19 years of continuous service until the completion of 25 years of continuous service: 22 workdays per year.
- (f) From the completion of 25 years of continuous service: 25 workdays per year.

Vacation time may be taken in increments of not less than one hour at a time, at any time after it is earned. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned.

Vacation time earned shall be computed in workdays. After an employee's earned vacation time has been so computed, if there remains a fractional balance of 1/2 of a workday or less, the employee shall be deemed to have earned vacation time of 1/2 of a workday in lieu of the fractional balance; if there remains a fractional balance of more than 1/2 of a workday, the employee shall be deemed to have earned a full workday of vacation time in lieu of a fractional balance.

Computation of vacation time of State employees who have interrupted continuous State service shall be determined as though all previous State service which qualified for earning of vacation benefits is continuous with present service. The Rule provided in this paragraph applies to vacation time earned on or after October 1, 1972. (Amended July 1, 1979)

Section 2. Personnel Rule 303.250

Change is effective July 1, 1979, and refers to vacation earned on and after that date only.

Section 3. Prorated Vacation for Part-Time Employees

Part-time employees shall earn vacation in accordance with the schedule set forth in Personnel Rule 303.250 on a prorated basis determined by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be normal working hours in the year required by the position.

Section 4. Vacation Schedule and Loss of Earned Vacation

In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. In any event, upon request, vacation time must be scheduled so that it may be taken not later than 24 months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost.

By January 31 of each calendar year, employees may submit in writing to the Employer their preferences for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through March 31 of the following calendar year. Where the Employer is unable to grant and schedule vacation preferences for all employees within a position classification within a facility but is able to grant some of such (one or more) employees their vacation preferences, employees within the position classification shall be granted their preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if granting the senior employee's second preference would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by January 31 will be notified of their vacation schedules by March 1 of that calendar year. Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31 or were not granted such request, shall be scheduled on the basis of the employee's preference and the operating needs of the Employer.

Section 5. Salary in Lieu of Vacation

No salary payment shall be made in lieu of vacation earned but not taken except on termination of employment for eligible employees with at least 6 months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

Section 6. Vacation Benefits on Death of Employee

Upon the death of a State employee, the person or persons specified in Section 14a of "An Act in relation to State Finance", approved June 10, 1919, as amended, shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation such sum for any accrued vacation period to which the employee was entitled at the time of death. Such shall be computed by multiplying the employee's daily rate by the number of days of accrued vacation due.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1. Definitions

This section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week or when such hours and days shall be worked which may be scheduled or required by an operating agency with the approval of the Director of Central Management Services. The normal workday shall consist of 8 hours and the normal workweek shall consist of 40 hours of 5 consecutive days per week. For purposes of overtime calculation, the workday shall begin no earlier than 12:01 am. The normal work schedule shall be established for each agency pursuant to Personnel Rule 303.300 of the Personnel Rules of the Department of Central Management Services as currently set forth and as it may be from time to time amended hereafter. IFPE shall be notified of permanent changes in work schedules per Article VI and upon timely request by IFPE, the Employer shall negotiate the work schedule change with IFPE. The Employer shall provide ten (10) days notice prior to the effective date of any work schedule change. Subsequent to said negotiations, the Employer reserves the right to implement changes in work schedules.

The Employer shall provide reasonable advance notice to IFPE, but no less than two weeks, before a temporary change in the work schedule is made. If requested by IFPE, a labor management meeting will be held prior to the implementation date to discuss the duration of the temporary work schedule change, and to determine what employees will be affected. No temporary work schedule change shall be for more than 120 days in a twelve month period. The Employer agrees that volunteers will first be requested to work the temporary schedule and if there is not sufficient employee(s) available the least senior employee(s) will be required to work the temporary work schedule.

Section 2. Meal and Rest Periods

Employees shall be entitled to an unpaid lunch period. Employees shall be at their designated work places, ready for work at their scheduled starting time and shall remain at their work places until their scheduled quitting times except for designated or authorized relief breaks, including lunch and rest periods during shift hours.

Section 3. Scheduling of Overtime

Employees shall work reasonable amounts of overtime when overtime is necessary.

Section 4. Overtime Payment

- A. One and a half times an employee's straight time hourly rate shall be paid for all hours of work in excess of 8 hours a day.
- B. Time and one-half an employee's straight time hourly rate shall be paid for all hours of work on Saturday or in those instances where an employee's regular work schedule includes Saturday, on the first regularly scheduled day off in his/her regularly reoccurring schedule.
- C. Two times the employee's regular rate of pay shall be paid for all hours worked by such employee on Sunday or in those instances where an employee's regular work schedule includes Sunday, on the second regularly scheduled day off in his/her regular reoccurring work schedule.
- D. Two times the employee's regular rate of pay, in addition to holiday pay shall be paid for all hours worked by an employee on official State holiday or other days designated as holidays by the Employer.
- E. No overtime credit shall be earned unless specifically authorized and/or directed by the Employer.
- F. If an employee is called back to work outside his regularly scheduled shift he/she shall be paid a minimum of two hours of pay at the appropriate rate. If an employee works more than two hours, but no more than four hours, he/she shall be paid four hours of pay at the appropriate rate.
- G. For the purpose of overtime compensation only, holidays shall count as time worked, unless, such holiday falls on the employee's regularly scheduled day off.

Section 5. Travel Time

Travel time for all automotive mechanics who are designated as a traveling mechanic shall be paid between work sites and to or from the worksite to a state garage whenever he is required to obtain parts and supplies. Any changes to the current practice shall be discussed at a labor/management meeting in accordance with Article VI of this Agreement prior to implementation.

Section 6. Non-Pyramiding

The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

Section 7. 4-Day Workweek

When in the judgment of the Employer, efficiency and economy can best be served by doing so, the agency may institute a workweek of four (4) consecutive ten (10) hour days on selected operations. IFPE will be notified and have the opportunity to discuss such a change. Overtime shall be paid in accordance with Section 4 of this Article. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of an 8 hour day. Such employees shall receive two twenty (20) minute rest periods.

ARTICLE XII

TEMPORARY ASSIGNMENT

Section 1. Temporary Assignment

Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must be qualified and be assigned in writing to perform the duties and responsibilities of a higher position classification by the Employer.

Section 2. Payment

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

Employees shall be paid at the higher rate commencing on the first day of such assignment. Any temporary assignment of less than one-half day shall not be counted and any temporary assignment of more than one-half day but less than a full day shall be considered one full day. The use of any accrued time (i.e., vacation, sick, personal business, holidays) shall be at the employee's normal rate of pay. Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay. Employees who are assigned to work in a temporary assignment in excess of thirty (30) consecutive days shall receive temporary assignment pay when using accrued time.

Section 3. On-the-Job Training

On-the-job training shall not be considered a qualifier for temporary assignment.

ARTICLE XIII

JOB CLASSIFICATIONS

The Employer may, subject to the provisions of Article XI, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. A temporary assignment shall not normally exceed sixty (60) consecutive calendar days. At the conclusion of the period of time, the

Employer may terminate the duties or establish a new position at the appropriate classification.

In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article XV, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall have the right to be placed in a vacant position equal to his/her current classification, if the employee meets the minimum training and experience requirements of the position including bona fide skills, if any, required for the position pursuant to this Agreement. If no such vacancy exists within the employee's official organizational unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions of Article XVI, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XVI, Layoff.

ARTICLE XIV

DEMOTION

Section 1. Definition

Demotion is assignment of an employee to a vacant position in a class having a lower maximum permissible salary or rate than the class from which the demotion was made or reasons of inability to perform the work of the class from which the demotion was made.

An operating agency may initiate demotion of an employee by filing written statement of reasons for demotion with the Director in the form and manner prescribed. Such written statement shall be signed by the head of an operating agency, and shall contain sufficient facts to show good cause for the demotion. No demotion shall become effective without the prior approval of the Director who shall take into consideration the employee's education, experience and performance records.

Section 2. Notice to Employee and IFPE

If the statement of reasons for demotion of a certified employee is approved by the Director, a copy of the approved statement of reasons for demotion shall be served on the employee by the Director in person or by certified mail, return receipt requested, at the employee's last address appearing in the personnel file. IFPE shall also be served with a copy of the approved statement of reasons.

Section 3. Employee Obligations

Upon receipt by the employee of the approved statement of reasons for demotion or upon the effective date thereof, whichever is later, the employee shall leave the position in which assigned prior to such statement of reasons and report for duty to the position to which demoted and such report shall be without prejudice to file a grievance at Step 2 of the grievance procedure.

Section 4. Salary and Other Benefits of Employee

Upon receipt by the employee of the approved statement of reasons for demotion, or on the effective date thereof, whichever is later, all salaries and benefits of such employee in the position in which assigned prior to receipt of such statement of reasons shall be adjusted to reflect the demotion.

Section 5. Appeal by Certified Employee

A certified employee who has been served with approved statement of reasons for demotion may file a grievance at Step 2 of the grievance procedure contained in Article IV of this Agreement. The grievance shall be filed within ten (10) days of receipt of the approved statement of reasons for demotion. If the grievance is not resolved at Step 3, such employee may appeal to the Civil Service Commission, provided such appeal is made in writing within 15 days of the Step 3 response.

Section 6. Demotion of Other Employees

The Director may approve the demotion of probationary employees. Notice of such demotion shall be served on the employee by the Director, in person or by certified mail, return receipt requested, at the employee's last address appearing in the personnel file.

Section 7. Status of Demoted Employees

A demoted certified employee shall be certified in the class to which demoted and shall not be required to serve a new probationary period. Subject to Personnel Rule 302.300, a demoted probationary employee shall serve a new probationary period in the class to which he/she is demoted.

ARTICLE XV

SENIORITY

Section 1. Definition

Continuous service is the uninterrupted period of service from the date of original appointment to State service except as provided for in Personnel Rule 302.250.

Employees who have accrued continuous service in another merit system in the State service or who have accrued continuous service in State service not covered by any merit system, and who have been transferred to an agency subject to the Personnel Code, shall be given such credit for said service as shall be determined by the Director or required by law. (Amended December 15, 1977)

Section 2. Interruptions in Continuous Service

Continuous service shall be interrupted by:

- a. Resignation; provided, however, that such continuous service will not be interrupted by resignation when an employee is employed in

another position in the State service within 4 calendar days of such resignation.

- b. Discharged; provided that should the Employer be later found to have acted inappropriately and the employee is returned to his/her position, his/her seniority shall be reinstated.
- c. Termination; because an employee has not been reemployed within 3 years after layoff.

Section 3. Deductions From Continuous Service

Except as provided in Personnel Rule 302.240, the following shall be deducted from, but not interrupt continuous service:

- (1) Time away from work for any leaves of absence without pay totaling more than 30 days in any 12-month period except time away from work for a leave of absence to accept a temporary, provisional, emergency or exempt assignment in another class shall not be deducted from continuous service;
- (2) Time away from work because of disciplinary suspensions totaling more than 30 days in any 12-month period;
- (3) Time away from work because of indeterminate layoff.

Section 4. Accrual and Retention of Continuous Service During Certain Leaves

During an educational, military, Peace or Job Corps or disability leave, an employee shall retain and accrue continuous service, provided return to employment occurs. No other benefit arising from this part shall be granted or paid during such leaves.

Section 5. Limitations on Continuous Service

Temporary and emergency employees employed after July 1, 1957, shall not accumulate continuous service except as provided in Public Act 77-1823.

ARTICLE XVI

FILLING OF VACANCIES

Section 1. Definition of a Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- a) When the Employer determines to increase the work force and to fill the new position(s).
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: termination, transfer, promotion, demotion, and related transactions.

- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion or voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

IFPE shall receive prior notification of employees who take a voluntary reduction to avoid layoff.

No vacancy shall be filled in this manner if there are employees on layoff or subject to layoff who have contractual rights to such positions.

Section 2. Eligibility for Promotion / Voluntary Reduction

The Director may approve the promotion or voluntary reduction of qualified employees who have established eligibility for the appropriate class through examinations in accordance with merit standards set forth in Personnel Rule 302.10, giving due consideration to the employee's work record.

Section 3. Limitations on Promotions

No provisional, temporary, emergency or probationary employee shall be promoted unless the employee has previously held certified status during his current period of continuous service.

Section 4. Failure to Complete Probationary Period

A promoted certified employee who fails to satisfactorily complete the probationary period in the promoted position because of inability to perform the duties and responsibilities of the new promoted position shall be returned to a position in the class, agency and locality and with the status from which promoted. The promotional probationary period shall be six (6) months for Automotive Mechanics and employees promoted for the first time into a Storekeeper or Automotive Parts Warehouse classifications. All other promotional probationary periods shall be four (4) months.

A promoted employee who is demoted during a probationary period shall serve a probationary period of 3 months unless he had previously held certified status in the former class in which case the return shall be to certified status.

A promoted employee previously certified may be discharged for cause during the probationary period and in such event, the employee has the same rights to appeal as a certified employee.

Section 5. Notice of Vacancy

Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for at least five (5) days. The bid notice shall state the classification, the requirements of the position, the shift, the work location, the assignment, and the rate of pay for such job.

Section 6. Selection

In cases of Promotion, Voluntary Reduction and Transfer, when all other job related factors are relatively equal among qualified candidates, seniority shall be

the determining factor in selection. Selection for the posted vacancy shall be by county, except for Cook County which shall be by zones as currently defined by the Division of Examining, Department of Central Management Services.

ARTICLE XVII

LAYOFFS

Section 1. Layoff Procedure

An operating agency may request the layoff of an employee because of lack of funds, material change in duties or organization or lack of work or the abolition of a position for any of these reasons. Based on class, agency, county or other designation, layoffs shall be within organizational units justified by operations and approved prior to the layoff by the Director. The organizational unit for purposes of layoff shall be county ("Traveling Mechanics" and "Roving Storekeepers" shall be the county of their immediate supervisor), except for Cook which shall be zones as currently administered by the Division of Examining, Department of Central Management Services.

Section 2. Order of Layoff

The following order shall be observed in making layoffs:

- (a) No certified or probationary employee may be laid off until all exempt, temporary, emergency, and provisional employees in the same class and organizational unit are terminated;
- (b) No certified employee may be laid off until all probationary employees in the same class and organizational unit are terminated.

Within status groups and in accordance with the layoff plan submitted under Personnel Rule 302.520, consideration shall be given to performance records and continuous service as defined in Personnel Rule 302.190. (Amended June 6, 1976)

Section 3. Effective Date of Layoff

Unless extraordinary operating conditions or events are specified in the proposed layoff plan, no layoff shall be effective until 10 working days after the Director's approval of the layoff plan.

The Employer shall notify IFPE at least thirty (30) days prior to the effective date of the layoff, whenever possible.

Section 4. Employee Opportunity to Seek Voluntary Reduction

A certified employee or an employee serving a probationary period subsequent to promotion from a position in which certified who is subject to layoff as a result of the Director's approval of a layoff plan shall be promptly notified thereof of the effective date of layoff, and shall then be advised of the opportunity to request voluntary reduction to a current vacant position in accordance with Personnel Rule 302.550. An employee seeking voluntary reduction must request such in

writing to the head of the employing agency prior to the proposed effective date of layoff.

Section 5. Order of Preference in Voluntary Reduction

In the event a certified employee or an employee serving a probationary period subsequent to promotion from a position in which the employee was certified requests voluntary reduction as a result of his/her pending layoff, the certified employee shall be preferred for any current vacant position in a lower class within the same agency and location in which the employee is then incumbent at the time of such layoff over any probationary or provisional employees, any applicant on an eligible list for such vacant position and any certified employee requesting such reduction who is not subject to layoff.

Section 6. Recall Lists

The Employer shall establish and maintain a recall list, by classification and county. A certified employee who has been laid off shall be placed in order of length of continuous service as defined in Personnel Rule 302.190 on a recall list for recall to the first available assignment to a position in the class and county, in which the employee was assigned prior to being placed on layoff.

For classifications with options, the employee must be deemed qualified for the applicable option by the Department of Central Management Services prior to being recalled to the position. If the employees deemed not eligible for the option, the employee shall remain on the recall list.

An employee whose name has been placed on the recall list will also be eligible for reinstatement in accordance with Personnel Rule 302.610.

An employee subject to layoff or on layoff may select up to two (2) counties in addition to the county from which they have been laid off on whose list they wish their name to appear and shall be so listed.

An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years.

Section 7. Employment From Reemployment List

Whenever there is any person available on a reemployment list for recall to a vacant position for the same class, or related classes where such have been established pursuant to Personnel Rule 302.570, agency and county or other designated geographical area, no temporary, provisional or probationary appointment shall be made to such vacancy.

Section 8. Removal of Names From Reemployment List

A laid off employee's name shall be removed from the reemployment list when:

- (a) The employee is recalled from layoff;
- (b) The employee refuses an offer of permanent reemployment;
- (c) The employee's name has remained on the recall list for 36 months;

- (d) The employee has been reinstated in accordance with Personnel Rule 302.610.

Offers of temporary, exempt or emergency appointment shall not be considered as recall or reinstatement.

Section 9. Laid Off Probationary Employee

The name of an original entrance employee who is terminated as a result of layoff before the completion of the probationary period shall be returned to the eligible list with the same grade as when appointed.

An employee serving a probationary period subsequent to promotion from a position in which the employee was certified who is to be laid off shall be given notice, and may request a voluntary reduction pursuant to Personnel Rules 302.500 and 302.550. If no voluntary reduction is effected, the employee will be laid off and the employee's name placed in seniority order as provided in Personnel Rule 302.190 on the reemployment list for the agency, work locality and title in which certified.

Section 10. Appeal by Employee

Within 15 calendar days of receipt of notice of layoff and without prejudice to the right to request voluntary reduction, an employee may make written appeal to the Civil Service Commission contesting such layoff.

Section 11. Resignation

An employee who voluntarily leaves the State service shall, except in emergency circumstances approved by the agency head, give advance notice of intent not less than 15 calendar days before its effective date.

Resignation in good standing shall mean that the employee gave the required notice, or that emergency circumstances justified failure to do so, and that the employee's conduct and work performance were satisfactory at the effective date thereof.

Section 12. Reinstatement

On request of an operating agency, the Director may reinstate a former certified employee who resigned or terminated in good standing or whose position was reallocated downward or who was laterally transferred or whose name was placed on a reemployment list. Such reinstatement may be to a position in the class to which the employee was assigned prior to resignation, termination, downward allocation, lateral transfer or layoff or to an equivalent or lower position in a related series. A reinstated employee shall serve an additional 6-month probationary period in the position. Request for reinstatement shall be accompanied by the employee's performance records when available.

A certified employee whose name appears on a reemployment list may be reinstated to a position other than the position to which the employee is eligible for reemployment. If reinstated to a position in the same or a higher pay grade than that for which the employee is eligible for reemployment, then, upon

satisfactory completion of the new probationary period, the employee's name shall be removed from the reemployment list. If reinstated to a position in a lower pay grade than that for which the employee is eligible for reemployment, it shall have no effect on the employee's reemployment rights.

Section 13. Temporary Layoff

The Employer may temporarily layoff any employee for not more than five (5) scheduled workdays in any twelve (12) month period as a result of or for lack of work or lack of funds based on classification, source of funding, region, and seniority. The temporary layoff of employees shall occur within an organizational unit justified by operations. Employer agrees that temporary layoff shall not be used as a form of mandated statewide furlough program.

Section 14. Transfer In Lieu Of Layoff

An employee who is scheduled for layoff shall be offered available permanent vacancies in the same position classification in other organizational units within the agency within the county or region if larger.

Refusal to accept such offer will not impair the employee's right to recall.

ARTICLE XVIII

GEOGRAPHICAL TRANSFER

Section 1. Permanent Transfer

Geographical transfer is the transfer of an employee from one geographical location in the State to another for the performance of duties other than temporary assignments or details for the convenience of the Employer. Geographical transfers shall be made only with the approval of the Director. The Director in determining whether to approve a transfer shall use information detailed in Personnel Rule 302.431. An employee who refuses to accept a geographical transfer must report for duty at the new location but may make written appeal of such transfer to the Civil Service Commission within 15 days after the effective date of the transfer. An employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of permanent geographical transfer. The employee shall receive at least ten days notice prior to the effective date of the transfer, subject to agency operating needs.

Section 2. Temporary Transfer

The Employer may temporarily transfer an employee for not more than a ninety (90) day period. The Employer shall reimburse the employee for expenses incurred for the duration of the temporary transfer. The reimbursement rate shall be as determined by the Governor's Travel Control Board. The mode of travel and reasonableness of expenses shall be determined by the Employer.

ARTICLE XIX
LEAVES OF ABSENCE

Section 1. Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in another class, shall accumulate paid sick leave at the rate of one day for each month's service during their current period of continuous service. Employees shall accumulate sick leave benefits during the period he/she is receiving workers' compensation benefits. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentists, or other professional medical practitioner and also may be used in the event of serious illness, disability, injury or death of a member of the employee's immediate family. For purposes of definition, the "immediate family or household" shall be husband, wife mother, father, brother, sister, children, grandchildren, or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand-relation and parent and child-in-laws. Such days may be used in increments of no less than one hour at a time. The operating agency or the Department may require evidence to substantiate that such leave days were used for the purposes herein set forth, where reasonable grounds exist to suspect abuse. For periods of absence of more than ten (10) consecutive workdays the employee shall provide verification for such absence. In the event an employee does not use sick leave in a calendar year, the employee shall be awarded one (1) additional personal day on January 1 of the next calendar year. Beginning with July 1, 1997, a part time employee who works at least half time, shall be awarded pro-rated additional personal leave on January 1 when the employee has not used sick leave during the previous calendar year. A calendar year for purposes of this provision is the period beginning January 1 and ending December 31 of each year. Abuse of sick leave is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement.

Section 2. Proof of Illness or Injury Status

The Employer may request evidence, which may be in the form of a written medical certification, of use of sick leave if reasonable grounds exist to suspect abuse. The Employer must notify the employee in writing that he/she is being placed on proof status. If an employee on proof status fails to provide a medical statement which verifies that he or she was examined by a medical practitioner on the day in question and was found unable to perform his or her duties, the employee shall not be allowed to utilize available sick time for the absence and may be subject to discipline. The parties agree to the following definition of acceptable medical certification for proof status:

- a. Signature, address, and phone number of the medical practitioner; who examined the employee, or member of the immediate family; or authorized designee.
- b. the pertinent date(s) in question; and,
- c. an indication that the employee was unable work on the date(s) in question for reasons of personal or family illness.

However, if the Employer demands an additional form of proof, different than that which was furnished by the employee, and involves additional cost to the employee, the Employer shall pay the cost of such professional services when such verifies that the employee was not abusing sick leave. When the employee is directed to obtain such evidence the employee shall be allowed time off without loss of pay or other benefits. Abuse of sick time is the utilization of sick days for reasons other than those stated in the collective bargaining agreement.

Visit of two (2) days per year to a Veterans hospital for examination needed because of military service-connected disability shall be in pay status without charge to sick leave.

Section 3. Payment in Lieu of Sick Leave

A. Upon termination of employment for any reason, or upon indeterminate layoff, an employee or the employee's estate is entitled to be paid for unused sick leave which has accrued on or after January 1, 1984 and prior to December 31, 1997, provided the employee is not employed in another position in state service within 4 calendar days of such termination.

B. For purposes of this Section, sick leave is deemed to be used by an employee within the following priority order:

1. Sick leave earned through December 31, 1983.
2. Sick leave earned on or after January 1, 1998.
3. Sick leave earned on or after January 1, 1984 and prior to December 31, 1997.

The first earned sick leave shall be the first utilized within each category.

C. In order to determine the amount of sick leave to be paid upon termination of employment, the operating agency will:

- 1) compute the number of sick leave days granted to the employee January 1, 1984 and December 31, 1997;
- 2) compute the employee's sick leave balance for that time period at time of termination; and
- 3) cause lump sum payment to be made for one half of the amount of sick leave in subsections (1) or (2) above, whichever is the lesser amount, multiplied by the daily salary rate.

D. The amount of computing the hourly or daily salary rate for sick leave qualifying for lump sum payment upon termination of employment shall be in accordance with Section 310.520(a).

E. If an employee has a negative sick leave balance pursuant to Section 303.110 when employment is terminated, no payment shall be made to the employee and the unrecouped balance due is canceled.

F. An employee who is reemployed, reinstated or recalled from indeterminate layoff and who received lump sum payment in lieu of unused sick days will have such days restored provided the employee repays upon return to active

employment the gross amount paid by the State for the number of days to be so restored to the employee's sick leave account.

G. The payment provided by this Section shall not be allowed if the purpose of the separation from employment and any subsequent reemployment is for the purpose of obtaining such payment.

H. The accrued leave amount shall be certified in writing to the employee by the employing agency. This certification may be held by the employee or forwarded to the Retirement System.

Section 4. Advancement of Sick Leave

An employee with more than 2 years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than 10 working days with the written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated later in subsequent service.

Section 5. Leave for Personal Business

All employees, except those in emergency, per diem or temporary status, shall be permitted 3 personal business days off each calendar year with pay. Beginning with July 1, 1997, a part-time employee who works at least half time, shall be awarded pro-rated additional personal leave on January 1 when the employee has not used sick leave during the previous calendar year. Such personal days may be used for personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each 2 months service for the calendar year in which hired. Such personal leave may not be used in increments of less than 2 hours at a time. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. When an employee is claiming an emergency situation in regards to use of a personal day, the Employer has the right to inquire as to the emergency.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided in Section 8c(2) of the Personnel Code.

Section 6. On-the-Job Injury -- Industrial Disease

An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be allowed full pay during the first five (5) working days of absence without utilization of any accumulated sick leave or other benefits. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received for sick leave days, and the employee's sick leave account shall be credited with sick leave day equivalents.

Section 7. Leave of Absence Without Pay

Unless otherwise provided in these Rules and with the prior approval of the Director, an agency may grant leaves of absence without pay to employees for periods not to exceed 6 months, and such leaves may be extended for good cause by the operating agency for additional 6-month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to State office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

No emergency or temporary employee shall be granted leave of absence.

Section 8. Disability Leave

- A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.
- B. In granting such leave or use of sick leave as provided in Personnel Rule 303.90, the agency shall apply the following standards:
 - 1) A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
 - 2) A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;
 - 3) Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
 - 4) During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. III, pars. 4401 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
 - 5) As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such

disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties;

- 6) If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.
- C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.
- 1) An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.
 - 2) An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
 - 3) In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees Retirement System or other appropriate authority, including an impartial physician selected in accordance with B(6) above.
- E. Return from Disability Leave.
- 1) An employee who returns from a disability leave of six months or less shall be returned by the agency to the same or similar position in the same class in which the employee was incumbent at the time the leave commenced.
 - 2) An employee who returns from a disability leave exceeding six months and there is no vacant position available in the same class held by the employee at the commencement of such leave may be laid off in accordance with the Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in (1) above.
- F. An employee who is on disability leave while in temporary or emergency status, except if such status results from a leave of absence to accept such

position, shall be eligible for such leave for the balance of such appointment and shall earn or accrue no other benefit arising from this Subpart.

Section 9. Leave to Attend Union Conventions/Meetings

An employee who is a member of IFPE representing State employees, and who has been selected as delegate, or alternate delegate to attend union conventions or to attend union meetings shall be allowed ~~a leave of absence~~ time off without pay or may use accumulated benefit time if available, subject to the prior approval of the head of the agency, or his/her designee ~~in which employed~~, to attend said convention or meeting.

Section 10. Employee Rights After Leave

When an employee returns from a leave of absence of 6 months or less, the agency shall return the employee to the same or similar position in the same class in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding 6 months and there is no vacant position available to him/her in the same class in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs. (Amended June 6, 1976)

Section 11. Failure to Return

Failure to return from leave within 5 days after the expiration date may be cause for discharge.

Section 12. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leave of absence may be for a period of one year or less and may be extended for additional one year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period for such leave.

Section 13. Military and Peace Corps Leave

Leave of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.250 and as may be required by law.

Section 14. Military Reserve Training and Emergency Call-Up

- A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

- B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefit. Military earnings for the emergency call-up paid under "An Act to establish a Military and Naval code for the State of Illinois and to establish in the Executive Branch of the State Government a principal department which shall be known as the Military and Naval Department, State of Illinois and to repeal an Act therein named (Ill. Rev. Stat. 1981, ch. 129, pars. 220.01 et seq.)" must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from State employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 days of special or advanced training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he/she shall receive his/her regular compensation as a State employee minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 15. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to 3 days leave without loss of pay during his/her normal working hours to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

Section 16. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work without loss of pay during his/her normal working hours for such purposes, except in matters of non-work related personal litigation. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Emergency or temporary employees shall be allowed time off without pay for such purpose and shall be allowed to retain the reimbursement received therefor.

Section 17. Authorized Holidays

All employees shall have time off, with full salary payment, on the day designated as a holiday for the following:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
General Election Day
(on which members of the House of
Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.
(Amended June 6, 1976)

Section 18. Holiday Observance

Where employees are scheduled and required to work on a holiday, equivalent time off will be granted within the following 12-month period at a time convenient to the employee and consistent with the agency's operating needs.

Section 19. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.

Section 20. Eligibility for Holiday Pay

To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these holidays is for good cause and approved by the operating agency.

Section 21. Maternity/Paternity and Adoption Leave

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of

the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

ARTICLE XX

PERSONNEL FILES

Section 1. Number and Type

Only one personnel file will be maintained at the work location for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall include only job related material. It shall be the supervisor's responsibility to inform the employee of any detrimental material in the working file that may affect the employee's annual performance evaluation. Any detrimental material shall be removed from the file after 12 months from the placement of such. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by Employer or any of its representatives except as may be prepared or used by Employer in the course of preparation or participation for any pending case, such as a grievance, Civil Service matter, criminal investigation, EEOC matter, etc. An employee has the right, upon request, to review the contents of his/her personnel file and supervisor's file, upon reasonable advanced notice and within a reasonable period of time. Such review may be made during the working hours with no loss of pay for time so spent within reason.

ARTICLE XXI

CLOTHING AND EQUIPMENT

Section 1. Technical Equipment

Each agency shall continue current practice in regards to technical equipment necessary for performance of duties.

Section 2. Tool Security

Employer shall endeavor to provide a secure area for the employees to place their personal tools during non-working hours. Discussions to accomplish this goal will be held at the work site or at agency level labor/management meetings.

Section 3. Uniform Allowance

Effective July 1, 1989 all bargaining unit employees shall have 11 sets of uniforms available to them. These uniforms shall be distributed in accordance with current practices. Each set shall consist of one shirt and one pair of pants. Current practices in regards to other items of clothing shall continue in effect for the Departments of Central Management Services and Transportation respectively. The Employer shall be responsible for cleaning the uniforms.

For safety, all uniform items shall be made of 100% cotton material. The Employer will ensure that cotton uniforms are provided to employees subject to the letting of new contracts for uniforms.

Section 4. Tool Allowance

All Mechanics and Auto Body Repairers who are required to furnish their own tools as a condition of employment shall receive \$47.00 per month of taxable income, as a tool allowance.

It is understood by the parties this additional compensation represents a tool allowance and shall not change the general base wages agreed to by the parties as listed in Appendix B.

Section 5. Safety Shoes

If the Employer requires the wearing of safety shoes, the employees affected shall annually receive a \$50.00 safety shoe reimbursement.

ARTICLE XXII

EMPLOYEE DEVELOPMENT AND TRAINING

Employer and IFPE recognize the need for the development and training of employees in the bargaining unit in order that services are efficiently and effectively provided. To that end, insofar as it is practicable and reasonable, Employer shall endeavor to provide ongoing training where necessary. It is understood that the issue of training may be an item for discussion at labor/management meetings.

ARTICLE XXIII

SUB-CONTRACTING

Section 1. Policy

The Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other factors.

Section 2. Application

The Employer agrees that upon formal consideration to subcontract any work performed by the bargaining unit employees which would result in the layoff of bargaining unit employees, it shall:

- a) Provide notice, at least 15 calendar days prior to the effective date, in writing, to IFPE;
- b) Meet with IFPE prior to subcontracting for the purpose of negotiating the impact, if any, of such subcontracting. IFPE will be granted reasonable requested opportunities to meet with the Agency prior to the effective date to discuss any issue which is raised by the subcontracting of bargaining unit work.

Whenever the decision to subcontract causes bargaining unit employees to be laid off, the Employer shall provide an opportunity to those qualified employees to fill equal or lower level permanent bargaining unit (RC-45) vacancies. The vacancies shall be at the same work location, other work locations of the agency, or other agencies covered by this Agreement.

It is expressly understood by the parties that the Employer does not have an obligation to negotiate over its decision to subcontract.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1. Distribution of Contract

Upon completion of duplication, Employer shall expeditiously provide each employee covered by this Agreement with a copy of this Agreement. Employer shall also provide new employees with a copy of this Agreement upon hire.

Section 2. Safety and Health

Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented, including vehicle safety. However, this shall not abrogate an employee's right to challenge unsafe and unhealthy conditions through a grievance.

The State of Illinois and IFPE recognize that threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

Section 3. Notification of Leave Balances

All employees shall be given a statement of all leave balances (sick leave, vacation, personal days, accumulated and compensatory time) on a monthly basis.

Section 4. Employee Rehabilitation Program

In accordance with the principles of the State of Illinois "Employee Assistance Program" as outlined in a booklet of that title dated April, 1974, the Employer shall make employees aware of, and offer referral for, counseling and any other reasonable and appropriate services.

Section 5. CDL Drug and Alcohol Testing

IFPE recognizes the Employer's obligation to comply with the United States Department of Transportation regulations regarding the drug and alcohol testing provisions for those employees who are required to possess a Commercial Driver's License during the course of their employment. The parties agree to negotiate over issues which impact upon bargaining unit employee's working conditions. Drug and Alcohol tests shall normally be conducted during the normal workday and time spent fulfilling this requirements shall not be considered as non-productive time by the Employer.

Employees who, because of the requirements of their position, are required to possess a Commercial Driver's License (CDL), shall be subject to drug and alcohol testing according to the following:

If just cause is established as a result of the predisciplinary meeting, discipline for violations shall be discharge.

Employees Bidding on Positions Requiring a CDL: An employee covered by the RC-45 Collective Bargaining Agreement who bids on a position requiring a CDL and is the successful bidder, shall be subject to the same drug testing procedures as employees currently in a position requiring a CDL. If such employee tests positive, the employee shall be discharged.

Section 6. Commercial Drivers License

If any employee is required to possess a CDL, the Employer shall reimburse the employee for the renewal costs of the CDL associated with its issuance and application fee.

Section 7. Employer Notification

It is the obligation of each employee to provide the Employer with his/her current address and telephone number.

ARTICLE XXV

WAGES AND OTHER PAY PROVISIONS

Section 1. Wage Increase

- A. The monthly pay rates for each classification are set forth in Appendix B.
- B. Pursuant to the terms set forth in Article XXVII, effective January 1, 2005, the pay rates for all bargaining unit classifications shall be increased by

- 2.00% for employees on the standard pension formula and 2.75% for employees on the alternative pension formula, which rates are set out in Appendix B.
- C. Effective July 1, 2005, the pay rates for all bargaining unit classifications and steps shall be increased by 2.25%, which rates are set out in Appendix B.
 - D. Pursuant to the terms set forth in Article XXVII, effective January 1, 2006, the pay rates for all bargaining unit classifications shall be increased by 3.00% for employees on the standard pension formula and 3.75% for employees on the alternative pension formula, which rates are set out in Appendix B.
 - E. Effective July 1, 2006, the pay rates for all bargaining unit classifications and steps shall be increased by 3.25%, which rates are set out in Appendix B.
 - F. Effective January 1, 2007, the pay rates for all bargaining unit classifications and steps shall be increased by 1.00%, which rates are set out in Appendix B.
 - G. Effective July 1, 2007, the pay rates for all bargaining unit classifications and steps shall be increased by 3.25%, which rates are set out in Appendix B.
 - H. Effective January 1, 2008, the pay rates for all bargaining unit classifications shall be increased by 3.25%, which rates are set out in Appendix B.
 - I. Salaries of the Automotive Mechanics and Auto & Body Repairer in the Downstate Unit shall be equalized with the salaries of the Automotive Mechanics in the Cook County Unit. On January 1, 2001 the salary of the Automotive Mechanic in the Downstate Unit shall be increased by one-half of the difference and on January 1, 2002 these employees shall receive the remaining difference.
 - J. Effective January 1, 2001 salaries of the Automotive Parts Warehousemen in the Downstate Unit shall be equalized with the salaries of the Automotive Parts Warehouseman in the Cook County Unit.
 - K. Effective July 1, 2000 bargaining unit employees working in a maximum security facility for the Department of Corrections shall receive an additional \$50.00 per month hazardous duty pay. Employees must be employed by the Department of Corrections for at least seven (7) continuous service years to receive this hazardous duty pay. Employees no longer working at a maximum-security facility shall not receive this hazardous duty pay.

Section 2. Position Classification

Unless otherwise provided herein, the position classification and allocation for each position covered by this Agreement shall be made, remain in effect, changed, adjusted, or reallocated in accordance with the applicable Personnel

Rules of the Department of Central Management Services as currently set forth and as from time to time hereafter amended.

Section 3. Shift Differential

Regular shifts which commence at or after 4:00 p.m. shall be considered night shifts and employees on such shifts shall be paid at 50¢ per hour above their normal rate of pay for all hours worked on such shifts. Effective January 1, 2001 the shift differential shall increase to \$.55 per hour; on January 1, 2002 the shift differential shall increase to \$.60 per hour; and on January 1, 2003 the shift differential shall increase to \$.65 per hour.

Section 4. Holiday Pay

An employee who is required and does work on an approved State holiday, or if a holiday falls on an employee's scheduled day off, equivalent time off shall be granted within the following 12 month period, or in lieu of equivalent time off, an employee who works on a holiday may choose to receive double time cash payment. Current practice regarding holiday pay in the Departments of Transportation and Central Management Services shall continue.

For the purpose of overtime computation only, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off.

Section 5. Longevity Pay

Effective July 1, 2001 bargaining unit employees who have more than fifteen (15) years of continuous service shall receive a longevity payment of fifty (\$50) a month.

Section 6. Direct Deposit

Effective July 1, 2004, all newly hired employee shall be required to utilize direct deposit of paychecks. All employees currently utilizing direct deposit shall continue to receive paychecks via direct deposit.

NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, Employer and IFPE recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, IFPE agrees:

- A. That neither it or any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. IFPE acknowledges Employer has the right to deal with any such work stoppage through disciplinary action, including discharge and/or injunctive relief.
- B. When Employer notifies IFPE by certified mail that any of its members are engaged in any such job action, IFPE shall immediately, orally and in writing, order such employees to return to

work, and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

ARTICLE XXVII

LEGISLATED BENEFITS

During the term of this Agreement, Employer shall continue in effect and employees shall enjoy the benefits, rights and obligations of (a) the group insurance health and life plan applicable to all Illinois State employees, as amended or modified in regards to the level of benefits and contribution costs for all State employees, pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) as amended or superseded, and (b) the retirement program provided in the Illinois Pension Code, Illinois Revised Statutes, Chapter 108 1/2, as amended or superseded.

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4%).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

Retirement Formula Change

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by the SERS or TRS will receive the following pension benefits:

1. Employees on the SERS or TRS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

2. For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

3. For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

4. Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002; 2% of compensation effective January 1, 2003; and 3% of compensation effective January 1, 2004.

ARTICLE XXVIII

AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to law, the remaining portions hereof shall remain in full force and effect.

Section 2. Effect of Department of Central Management Services Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and its Pay Plan shall control. In the event the Director of Central Management Services proposes to change an existing Personnel Rule or Pay Plan provision of the Department of Central Management Services, and such Personnel Rule or Pay Plan provision does not cover a matter contained in this Agreement, IFPE shall be notified of such proposed change and shall have a right to discuss and negotiate over the impact on wages, hours, and conditions of employment, if any, of the change prior to its effective date. The Employer agrees to provide the IFPE with copies of any amendment, and upon timely request by IFPE, negotiate with IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

Section 3. Increase or Decrease in Fringe Benefits

An increase in fringe benefits granted by the Director of the Department of Central Management Services to employees not covered by this Agreement shall not automatically apply to bargaining unit employees. The Director shall not decrease fringe benefits during the term of this Agreement without first notifying IFPE and negotiating with IFPE over such reductions to the point of mutual agreement. Negotiations shall not be required for non-mandatory subjects of

bargaining in accordance with the Illinois Public Labor Relations Act (P.A. 83-1012).

Section 4. Obligations to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and IFPE, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIX

TERMINATION

This Agreement shall be effective July 1, 2004 and shall continue in full force and effect until midnight June 30, 2008, and thereafter from year to year for one year periods unless either party gives written notice to the other party of amendment or termination of this Agreement. Notice of amendment or termination must be given not more than 180 and not less than 30 days prior to the end of a contract period.

Illinois Federation of Public
Employees Local 4408,
AFT/AFL-CIO

Department of Central
Management Services,
State of Illinois

Date

Date

APPENDIX A.

Automotive Attendant I

Automotive Attendant II

Auto and Body Repairer

Automotive Mechanic

Automotive Parts Warehouser

Automotive Parts Warehouser Specialist

Storekeeper I (serving as Automotive Parts
Warehouser in Cook County)

Storekeeper II (serving as Automotive Parts
Warehouser in Cook County)

Small Engine Mechanic

Departments of Central Management Services, Agriculture
Transportation, Natural Resources, Corrections.

Side Letter

Theft of Tools

It is understood by the parties that any Department of Transportation Mechanic or Mechanics Helper who experiences a major loss of personal tools due to theft may seek restitution in the Court of Claims provided there is evidence of forced entry or other breach of security. It is further understood that the Department of Transportation will not oppose cases of this nature.

All mechanics shall provide a complete inventory of their tools to their Technician or Engineer who shall verify the accuracy of the list. Any additions or deletions to a mechanics inventory shall be reported immediately to his Technician or Engineer.

Illinois Federation of Public
Employees Local 4408,
AFT/AFL-CIO

Department of Central
Management Services,
State of Illinois

Date

Date

Side Letter

CDL Drug and Alcohol Disciplinary Procedures

Pursuant to Article XXIV, Miscellaneous; Section 5. CDL Drug and Alcohol Testing, the parties agree to the following:

- A positive drug test will result in discharge.
- A positive Blood Alcohol Concentration (BAC) test is a reading over .02 and will result in discharge.
- Any positive drug or alcohol test while operating motorized equipment while on State business will result in discharge.

Illinois Federation of Public
Employees Local 4408,
AFT/AFL-CIO

Department of Central
Management Services,
State of Illinois

Date

Date